भाग–III

HARYANA GOVERNMENT

HUMAN RESOURCES DEPARTMENT

Notification

The 5th August, 2025

No. S.O. 67/H.A.17/2024/S.10/2025.— In exercise of the powers conferred by sub-section (1) of section 10 of the Haryana Contractual Employees (Security of Service) Act, 2024 (17 of 2024), the Governor of Haryana hereby makes the following rules regulating the terms and conditions of service of eligible contractual employee under the Act, namely:-

Short title and commencement

1. (1) These rules may be called Haryana Contractual Employees (Security of Service) Rules, 2025.

(2) They shall come into force on the date of their publication in the Official Gazette.

Definitions

2. (1) In these rules, unless the context otherwise requires,-

(a) **'Act'** means the Haryana Contractual Employees (Security of Service) Act, 2024 (17 of 2024);

(b) **'Annexure'** means Annexure appended to these rules;

(c) **'secured employee'** means the eligible contractual employee being granted the benefit of security of service under the Act;

(d) **'year of contractual service'** means the period of 365 days beginning from the date of first engagement/deployment of the contractual employee as such and every such period thereafter for which the remuneration was received by him for atleast 240 days during this period;

Eligibility Criteria

3. (1) No year of contractual service shall be ignored while granting the benefit of security of service under the Act, where the contractual service was partly on lower post and partly on higher post; provided the remuneration has been received for atleast 240 days during that year.

(2) Where the contractual service during a year was partly on a post of lower level and partly of higher level in such case the name of contractual employee shall be considered for the corresponding post on which he is presently working. Illustrations as at Annexure-A may be considered for ***calculation of year of contractual service,***

(3) Where the contractual service has been partly in a Department of Haryana Government and partly in a Board/Corporation/Authority under Haryana Government on a post, the total cumulative service shall be counted for the purpose of ascertaining five years of contractual service.

(4) Where the contractual employee was initially appointed on regular basis but later on his services were terminated due to revision/ cancellation of merit list by the Haryana Staff Selection Commission and was engaged or deployed on contract, his past service on regular basis shall be counted for the purpose of ascertaining five years of contractual service excluding the period of break between regular and contractual service, subject to the provision in sub-rule (2) above.

(5) Every contractual employee shall submit an application in Form as at Annexure-B for considering as an eligible contractual employee.

Disqualification

4. No person-

(a)	who has entered into or contracted a marriage with a person having a living spouse; or
(b)	who having a living spouse, has entered into or contracted a marriage with any person,
shall be eligible for benefit of security of service under the Act:	

Provided that the Government may, if satisfied, that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and there are other grounds for so doing, exempt any person from the operation of this rule.

Manner of ascertaining corresponding post

5. The appropriate authority shall follow the following manner while ascertaining the corresponding post, namely:-

(i) If the corresponding post is easily identified, a proposal shall be sent for creation of a "Supernumerary post" with effect from the 16th August, 2024 onwards for the purpose of placing the secured employee as a measure personal to him by the Government Organisation to the Finance Department. Upon receipt of approval of Finance Department, an Order of security of service shall be issued by the appropriate authority with retrospective effect.

(ii) If the corresponding post cannot be identified or where the nomenclature of the post of the eligible contractual employee is different than the existing sanctioned regular post, the proposal for creation of "supernumerary post" with effect from 16th August, 2024 onwards with the proposed nomenclature shall be sent to the Government by the Government Organisation concerned along-with suggested pay scale, educational qualifications and nature of duties. The Government in consultation with Finance Department shall determine the corresponding post and shall convey such determination and concurrence of Finance Department not later than ninety days upon the receipt of proposal from the Government Organisation. Order of security of service shall be issued by the appropriate authority with retrospective effect after the creation of supernumerary post as per specimen form as at **Annexure-D**.

Adjustment of surplus secured employees

6. In case the secured employees are surplus in any of the Government Organisation, a list of such employees shall be sent to the Government for their adjustment in any other Government Organisation, as per requirement.

Liability to serve

7. A 'secured employee' may, in public interest, be deputed or transferred at any time by the Appointing Authority to any place within or out of Haryana State.

Fixation of remuneration

8. For fixation of remuneration, after adding the increase at the rate of 5% or 10% or 15%, as the case may be, in the minimum of functional pay level, sanctioned by the Finance Department at the time of sanction of supernumerary post, the figure so arrived shall be rounded to nearby 100 and for this purpose a fraction below 50 shall be ignored and a fraction 50 and above shall be rounded to next 100, as per illustration and specimen as annexed as **Annexure-C**,

Note.— Where the dearness allowance or any other allowance is already being drawn with the remuneration the same shall not be taken into account at the time of fixation of remuneration under these rules.

Annual Increment

9. (1) Annual increment shall be admissible once during a year in the functional pay level. The date of increment shall be either 1st January or 1st July of every year subject to completion of more than minimum six months qualifying service before that date. The first increment shall be admissible on 1st July, 2025 subject to eligibility.

(2) Where the initial remuneration is fixed between two cells/stages of the functional pay level in such case the first annual increment shall be admissible equal to the amount upto the immediate next cell/stage.

Dearness Allowance

10. A 'secured employee' shall be entitled to dearness allowance equal to the increase in dearness allowance rate fixed by State Government from time to time for regular employees with effect from the 1st January, 2025 onwards. No dearness allowance shall be admissible upto the 31st December, 2024.

Entitlement of casual and medical leave

11. (1) A secured employee shall be entitled to casual leave and medical leave equal to the rate already admissible to them before the appointed day. However, female secured employee shall be entitled to two days casual leave during a calendar month subject to maximum twenty-two days during a calendar year instead of ten days.

Service Book

12. Service Book of a secured employee shall be maintained in the manner as may be specified by the Government, from time to time.

Discipline penalties and appeals

13. In the matters relating to discipline, penalties and appeals, every secured employee shall be governed by the Haryana Civil Services (Government Employees' Conduct) Rules, 2016 and the Haryana Civil Services (Punishment and Appeal) Rules, 2016, till the time a separate rules are framed for the purpose.

Power of relaxation

14. Where the Government is of the opinion that it is necessary or expedient to do so, it may, by order, for reasons to be recorded in writing, relax any of the provisions of these rules with respect to any class or category of persons.

Annexure-A

[See rule 3(2)]

Illustrations of Calculation of 5 years or more contractual service

Illustration 1: Mrs. XYZ was initially engaged on contract on full time basis and deployed under Outsourcing Policy Part-I or Part-II or through HKRNL or directly by the Government Organization concerned from 01.03.2018 and remained on leave on medical grounds for about 6 months, i.e. from 01.09.2021 to 28.02.2022 for which no wages were paid to her. How her five years contractual service will be calculated.

			Remarks, if any
1	**Name of contractual employee**	XYZ	
2	**Date of initial deployment on contract**	01.03.2018	Deployed through service provider.
3	**Break in service due to leave on medical grounds**	from 01.09.2021 to 28.02.2022	
4	**Break if any during first, second and third year of contractual service**	During the period from 01.03.2018 to 28.02.2021, No Break, wages received for more than 240 days during each year of contractual service.	She has completed three years contractual service upto 28.02.2021.
5	**Break if any in 4th year contractual service**	4th year starts from 01.03.2021 to 28.02.2022 and Break is of 6 months from 01.09.2021 to 28.02.2022. Wages received for less than 240 days during 4th year of contractual service.	The wages received for less than 240 days, so this year will not be counted for the purpose of 5 years contractual service.
6	**Break if any in 5th year contractual service**	5th year starts from 01.03.2022 to 28.02.2023; there is No Break, wages received for more than 240 days during this year of contractual service.	She has completed fourth year contractual service.
7	**Break if any in 6th year contractual service**	6th year starts from 01.03.2023 to 28.02.2024; there is No Break, wages received for more than 240 days during this year of contractual service.	She has completed five years' contractual service on 28.02.2024, i.e. before the cut off date.
8	**Completed years of Contractual service upto 15.08.2024**	Five	
9	**Position as on 15th August, 2024**	She is in service.	
10	**Whether eligible for the benefit of security of service under the Act**	Yes, she has completed more than 5 years' contractual service and is presently in service; therefore, she is eligible for the benefit of security of service.	

Illustration 2: Mr. ABC was initially engaged on contract from 01.08.2017 in the Irrigation Department as Peon and terminated from service w.e.f. 25.12.2020 due to appointment of regular employee. He was re-deployed as Driver through HKRNL w.e.f. 12.08.2022 in the Haryana Agriculture Marketing Board and presently in service. Calculate his contractual service for the purpose of benefit of security of service under the Act.

			Remarks, if any
1	**Name of contractual employee**	ABC	
2	**Date of initial deployment on contract**	01.08.2017	Deployed through service provider.
3	**Break in service due to termination**	from 26.12.2020 to 11.08.2022	
4	**Break if any during first, second and third year of contractual service**	During the period from 01.08.2017 to 31.07.2020, No Break, wages received for more than 240 days during each year of contractual service.	He has completed three years contractual service upto 31.07.2020.
5	**Break if any in 4th year contractual service**	4th year starts from 01.08.2020 to 31.07.2021 and Break is of 6 months from 26.12.2020 to 31.07.2021. Wages received for less than 240 days during 4th year of contractual service.	The wages received for less than 240 days, so this year will not be counted for the purpose of 5 years contractual service.
6	**Break if any in 5th year contractual service**	5th year starts from 01.08.2021 to 31.07.2022, No wages received during the whole year. This year will not be counted.	No wages received, therefore, this year will not be counted. He has completed three years contractual service.
7	**Break if any in 6th year contractual service**	6th year starts from 01.08.2022 to 31.07.2023, there is Break of 11 days from 01.08.2022 to 11.08.2022 and wages received for more than 240 days during this year of contractual service.	He has completed four years' contractual service on 31.07.2023.
8	**Break if any in 7th year contractual service**	7th year starts from 01.08.2023 to 31.07.2024, there is no break during this year and wages received for more than 240 days during this year of contractual service.	He has completed five years' contractual service on 31.07.2023.
9	**Completed years of Contractual service upto 15.08.2024**	Five	
10	**Position as on 15th August, 2024**	He is in service.	
11	**Whether eligible for the benefit of security of service under the Act**	Yes, he has completed more than 5 years' contractual service and is presently in service, therefore, she is eligible for the benefit of security of service.	

ANNEXURE-B

[See rule 3(5)]

APPLICATION FORM

From

_____
_____
_____

To

The Head of Office _____
_____
_____

Sir/Madam,

It is submitted that with reference to Government circular issued vide No. _____ dated _____ I submit my detail as under for the purpose of benefit of security of service under the Act :-

1	**Name of applicant**	
2	**Designation/Post presently held**	

3 **Year wise detail of every contractual year of service from the very beginning:-**

Sr. No.	Post/Job Role held	Name of Department/ Government Organization	Proof of past service	Date of contractual year of service For example from 01.06.2015 onwards	Mode of engagement	No. of days Salary Drawn
1	Peon	Health Department		01.06.2015 to 31.05.2016	Engaged under OSPP-I	365 days
2	Peon	Health Department		01.06.2016 to 31.03.2017	-do-	304 days
3	-			01.04.2017 to 31.05.2017	No salary received due to break in service.	
4	-			01.06.2017 to 31.08.2017	No salary received due to break in service.	273 days
5	Clerk	Agriculture		01.09.2017 to 31.05.2018	Re-engaged under OSPP-II	
6	Clerk	Agriculture		01.06.2018 to 31.05.2019	-do-	365 days
7	Clerk	Agriculture		01.06.2019 to 31.05.2020	-do-	365 days
8	Clerk	Agriculture		01.06.2020 to 31.12.2020	-do-	214 days (This year will not be counted for the purpose of 5 years contractual service).
9	-			01.01.2021 to 31.05.2021	Break in service	

	10	**-**	**-**		**01.06.2021 to 31.07.2021**	**Break in service**	**304 days**
	11	**Driver**	**PWD (B&R)**		**01.08.2021 to 31.05.2022**	**Re-engaged under OSPP-I**	
	12	**-**			**01.06.2022 to 31.08.2022**	**No salary received due to Break in service**	**273 days**
	13	**Driver**	**PWD (B&R)**		**01.09.2022 to 31.05.2023**	**Through HKRNL**	
	14	**Driver**	**PWD (B&R)**		**01.06.2023 to 31.05.2024**	**-do-**	**366 days**
	15	**Driver**	**PWD (B&R)**		**01.06.2024 to 15.08.2024**	**-do-**	**76 days** **(This year will not be counted for the purpose of 5 years contractual service).**

Note.— If there has been any change of post or Government Organisation or a change of mode of engagement among Outsourcing Part-I or Part-II or HKRNL or there is break in one year contractual service, a new entry be made from the date of such change without any change in the date of one year contractual service for the purpose of remuneration for atleast 240 days during this period.

4	**Date of deployment of post/job role presently held**	
5	**Whether initially deployed through Outsourcing Policy Part-I or Part-II or otherwise**	
6	**Whether ported to HKRNL or not, if Yes then mention the date of porting**	
7	**Mention the period of break, if any**	
8	**Reason of break, if any**	
9	**Salary/Wages drawn (enclose last salary slip or proof of salary last drawn before 16th August, 2024)**	
10	**Self-declaration and also enclose the proof of past service and genuineness of documents.**	
11	**Other information, if any, you may like to add/enclose**	
	Signature :	_____
	Name of Applicant	_____
	Mobile No.	_____
	Payee Code if any:	_____

	FOR OFFICE USE	
	No._____ Date_____	
(1)	**Duration of contractual service upto 15.08.2024**	
(2)	**Remarks regarding Verification of contractual service by the Department**	
(3)	**Whether deployed against–** **(i) a regular or contractual post duly sanctioned by FD in a pay scale, and deployed under Outsourcing Policy Part-II, if yes, then mention the sanctioned pay scale or lump sum amount, as the case may be** **OR** **(ii) under Outsourcing Policy Part-I or through HKRNL and drawing wages equal to Nigam Wage Rates.**	
(4)	**Designation of the post held presently held**	
(5)	**Level of Job Role fixed by Government vide Notification No. 16/71/2021-3GS-II, dated 19th January, 2022 and amended from time to time.**	
(6)	**Remarks, if any**	
	Signature of Head of Office	_____
	Designation	_____
	Office Address:	_____
	Department:	_____

Annexure-C

(See rule 8)

Illustrations and specimen of Order of Fixation of Remuneration

(with model calculations)

Name of Department _____

ORDER OF FIXATION OF REMUNERATION

No. _____ Date_____

1.	**Name of applicant if covered under the Act**	**'XYZ'**
2.	**Designation/Post/Job Role presently held**	**Clerk**
3.	**Duration of verified Contractual service**	**More than 10 years**
4.	**Remuneration/Wages/salary already drawn (excluding the allowances, if any)**	22,000/26,390/28,540
5.	**Rate of increase admissible under the Act**	**@ 15%**
6.	**Nature of contractual employment:-**	
i.	Whether deployed under **OSPP-II** against a regular post or contractual post duly sanctioned by FD in a pay scale or fixed amount (mention the same)	
ii.	Whether deployed under Outsourcing Policy Part-I (mention wage)	
iii.	Whether deployed through HKRNL (mention the Nigam Wage Rate).	
7.	**Designation, Functional Pay Level and Group of corresponding regular post**	**Clerk, Level-3 (21,700-69,100)**
8.	**Fixation of Remuneration under the Act :-**	

Illustration-I

		Remuneration	**Remarks, if any**
1	**Remuneration already drawn**	22,000	
2	**Min. of Pay Level**	21,700	FPL-3, minimum is 21,700
3	**Increase @ 15%**	+3,255	
4	**Total of Minimum + 15% increase**	24,955	
5	**Remuneration to be fixed equal to already drawn or admissible under the Act, whichever is more.**	25,000	Rounded to nearby one hundred.
6	**Date of next increment**	01.07.2025	Subject to eligibility
7	**Remuneration after first annual increment on 01.07.2025**	25,200	Immediate next stage after initial fixation of remuneration
Date of next increment 1st July, 2026 and so on.			

Illustration-II

		Remuneration	**Remarks, if any**
1	**Remuneration already drawn**	26,390	
2	**Min. of Pay Level**	21,700	FPL-3, minimum is 21,700
3	**Increase @ 15%**	+3,255	
4	**Total of Minimum + 15% increase**	24,955	

5	**Remuneration to be fixed equal to already drawn or admissible under the Act, whichever is more.**	26,400	Equal to already drawn which is more than 24,955
6	**Remuneration after first annual increment on 01.07.2025**	26,800	Immediate next stage in the functional pay level after initial fixation of remuneration
Date of next increment 1st July, 2026 and so on.			

Illustration-III

		Remuneration	**Remarks, if any**
1	**Remuneration already drawn**	28,540	
2	**Min. of Pay Level**	21,700	FPL-3, minimum is 21,700
3	**Increase @ 15%**	+3,255	
4	**Total of Minimum + 15% increase**	24,955	
5	**Remuneration to be fixed equal to already drawn or admissible under the Act, whichever is more.**	28,540	Equal to already drawn which is more than 24,955
	Remuneration after first annual increment on 01.07.2025	29,300	Immediate next stage in the functional pay level after initial fixation of remuneration
Date of next increment 1st July, 2026 and so on.			

Signatures of Pay Fixation Authority

Annexure-D

[See rule 5(iii)]

SPECIMEN OF OFFER OF SECURITY OF SERVICE

From

Appointing Authority

To

Name of applicant :
Address :

Memo No. _____ Dated:

Subject: **Order of Security of Service under the Haryana Contractual Employees (Security of Service) Act, 2024.**

In reference to your application dated _____ submitted by you under Notification No. _____ dated _____ issued by Government under the above said Act, you are declared eligible to get the benefit of security of service upto the date of attaining the age of superannuation subject to following conditions :-

1. The benefit of security of service is granted to the post of _____ in the Department _____ **w.e.f.** _____ provided you were in service on that day.
2. The Functional Pay Level of this post is _____ and your Remuneration will be fixed as per provision in the Act.
3. For the purpose of Health Care, Death-cum-Retirement Gratuity, Maternity benefit (in case of female employee) and Benefit of Ex-gratia Compassionate Financial Assistance or Appointment shall be as per provision in the Haryana Contractual Employees (Security of Service) Act, 2024 or as notified by Government from time to time.
4. Your services will be governed under the Haryana Civil Services (Government Employees' Conduct) Rules, 2016 & Haryana Civil Services (Punishment & Appeal) Rules, 2016.
5. Your services shall be governed under the Haryana Contractual Employees (Security of Service) Act, 2024 (17 of 2024) and the rules framed thereunder.
6. For resignation or termination from service, one month's notice or salary in lieu thereof, will be served by either side.
7. For the purposes not mentioned in this letter your services will be governed under the instructions that may be issued by Haryana Government from time to time under the above said Act, 2024.
8. The verification of your character and antecedents, genuineness of your personal documents will be made by the competent authority. If, at any stage, any adverse fact comes to the notice of the appointing authority, your services will be terminated.
9. If married, you should not have more than one living spouse. If you are unmarried, you shall have to furnish a declaration immediately after marriage regarding non-acceptance of dowry by you to the Department in terms of provision in the Haryana Civil Services (Government Employees' Conduct) Rules, 2016, or as amended from time to time.
10. You are liable to serve anywhere in India subject to the directive of appointing authority.
11. The declaration regarding plural marriage, declaration regarding conduct rules will be given by you on the next working day after the receipt of this letter.

If you are not willing to accept this offer of Security of Service on the terms and conditions mentioned above, you should submit your Non-Acceptance Report to your 'Head of Office' immediately, but in no case later than fifteen days from the date of receipt of this letter. If you fail to submit your Non-Acceptance Report by that date, it will be deemed that this offer of Security of Service has been accepted by you.

Dated:- Chandigarh,
2025.

Designation of Appointing Authority,

Endst. No. **Dated:**

A copy is forwarded to the following for information and action where necessary:-

1. Principal Accountant General, Haryana (A&E/Audit) Chandigarh
2. Treasury Officer, _____.
3. CEO, Haryana Kaushal Rozgar Nigam Ltd., Panchkula.

Internal Distribution:-

SELF DECLARATION

(To be submitted by the contractual employee with the application form)

I, _____, s/o, d/o, w/o Shri _____, presently working as _____ (Designation) in the _____ (office/department) on contract since _____ do hereby solemnly affirm and declare as under :-

(i) That all the information provided by me to the department/office from time to time whether in written or digital form, is true, complete and correct to the best of my knowledge and belief.

(ii) That all the documents and certificates submitted by me for verification, appointment, service matters or any official purpose are genuine, valid and issued by the competent authorities.

(iii) That I fully understand that in case any information or document submitted by me is found to be false, fabricated or incorrect at any stage, disciplinary action including termination of service and legal proceedings as per rules, may be initiated against me.

(iv) This declaration is made voluntarily and without any pressure and I understand its implications.

Dated: _____

Place: _____

Signature of Contractual employee

Name _____

Employee ID _____

Designation :_____

Department/Office _____

_____

ANURAG RASTOGI,
Chief Secretary to Government, Haryana.

12018—L.R.—H.G.P., Pkl.